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ATTACHMENT II
DOC Positions Requested by Institutions

<u>Correctional Facility</u>	<u>Position</u>	<u>Number</u>
Dodge Correctional Institution	Food Production Assistant	1.0
	Correctional Officer-Laundry	0.4
	Correctional Officer-Housing	5.0
John Burke Correctional Center	Correctional Officer-Housing	5.0
	Social Worker	0.5
Jackson County Correctional Institution	Correctional Officer-Housing	5.0
	Correctional Officer-General Projects/Work Crews	5.0
	Social Worker	1.0
	Nurse Clinician	1.0
Oakhill Correctional Institution	Correctional Officer-Work Crews	1.2
	Correctional Officer-Patrol & Trans.	5.0
Black River Correctional Center	Correctional Officer-Housing	1.6
	Correctional Officer-Work Crews	1.2
	Social Worker	0.5
Waupun Correctional Institution	Correctional Officer-Housing	10.0
	Facility Repair Worker-Work Crews	2.0
	Teacher Assistant	1.0
	Social Worker	1.0
	Program Assistant	0.5
	Nurse Clinician	1.0
Kettle Moraine Correctional Institution	Correctional Officer-Housing	5.0
	Correctional Officer-Housing AODA Unit	1.6
	Correctional Officer-Work Crews	2.4
	Nurse Clinician	1.0
St. Croix Correctional Center	Correctional Officer-Housing	5.0
Thompson Correctional Center	Correctional Officer-Housing	5.0
	Correctional Officer-Work Crews	1.2
	Supervising Officer	1.0
	Food Production Assistant	1.0
	Program Assistant	0.5
	Social Worker	0.5
Green Bay Correctional Institution	Correctional Officer-Housing	5.0
	Correctional Officer-Work Crews	1.2
	Teacher Assistant	<u>1.0</u>
Total		80.3

CORRESPONDENCE MEMORANDUM**STATE OF WISCONSIN
Department of Administration****Date:** September 19, 1996**To:** Members, Joint Committee on Finance**From:** James R. Klauser, Secretary
Department of Administration**Subject:** Section 13.10 Request #2 from the Department of Corrections**Request**

The Department of Corrections requests that \$2,073,800 GPR designated for intergovernmental corrections agreements in the Committee's appropriation (s. 20.865(4)(a)) for FY97 be transferred to the intergovernmental corrections agreement appropriation (s. 20.410(1)(ab)) to contract for prison beds outside of the State of Wisconsin. The department also requests approval to use up to \$1 million currently appropriated in s. 20.410(1)(ab) to contract for beds outside of Wisconsin, and in addition, requests the transfer of \$2,637,400 GPR from s. 20.865(4)(a) to s. 20.410(1)(ab) for additional out-of-state beds.

The Department of Corrections further requests that \$937,900 GPR designated for intensive sanctions in the Committee's appropriation (s. 20.865(4)(a)) for FY97 be transferred to the adult correctional services general program operations appropriation (s. 20.410(1)(a)). In addition, DOC requests the transfer of \$2,111,100 GPR from s. 20.865(4)(a) to s. 20.410(1)(a) to cover the variable costs of additional inmate population housed in Wisconsin and staffing and operating costs for utilization of existing space and a new dormitory at Taycheedah Correctional Institution. Associated with these transfers is a request for 102.5 GPR FTE positions to staff the additional beds.

The Department of Corrections also requests the Committee's approval of the contract for jail beds between DOC and Hood County, Texas and associated Texas Counties of Johnson, Palo Pinto and Comanche as required under s. 302.26.

Background

1995 Act 416 placed \$2,073,800 in the Committee's appropriation for allocation to DOC in FY97 under s. 13.10 for the purpose of funding new contracts between DOC and county jails or contracts with other states if the need for jail beds exceeds 455 for FY97.

Act 416 also placed \$937,900 in the Committee's appropriation for allocation to DOC if the number of intensive sanctions participants in the community is projected to rise above 2,220 by June 30, 1997.

Analysis

The following table shows actual average daily population (ADP) for FY96 and revised projections of ADP growth for FY97:

	<u>Act 416</u>	<u>Actual</u> <u>ADP</u>	<u>June 30, 1996</u> <u>ADP Projection</u>	<u>Increase over</u> <u>Act 416</u>
FY96 ADP	11,304	11,510		206
FY97 ADP	12,728		13,242	514

It should also be noted that the revised projections for FY97 show an end-point population increase on June 30, 1997 from 13,090 to 13,948, or an increase of 858 inmates over the original projections used in Act 416.

Texas Jail Bed Contract

DOC is proposing to address part of the 514 ADP increase over the population budgeted in ACT 416 by contracting with Hood County, Texas and associated Texas Counties of Johnson, Palo Pinto and Comanche for up to 700 beds to house an ADP of 391 inmates for FY97. The contract would provide for all the costs of housing inmates except outside medical services, transportation and related DOC staff costs.

The following funding is requested for contracted jail beds in Texas:

ADP of 391 at \$40 per day	\$5,711,200
Medical services not provided by contract at \$500 per day	195,600
Administrative and transportation costs	<u>191,100</u>
Total	\$6,097,900

The Texas jail bed contract appears to be a cost-effective solution to the prison crowding problem for the short term. The cost of \$42.73 per day or \$15,595 annually per inmate, including medical services, transportation and administration under the Texas contract compares to approximately \$58 per day or \$21,170 annually that DOC is currently paying for county jail beds in Wisconsin, which excludes medical services, transportation and administration. It should be noted for comparison that the Racine Correctional Institution, the lowest cost institution in the Wisconsin system which provides more treatment services to inmates than the Texas jails, operated at \$45.98 per day or \$16,781 annually in FY95.

In addition to the transfer of funds from other appropriations, DOC is requesting the reallocation of \$1 million in appropriations s. 20.410(1)(ab) from local jails beds to Texas jail beds. DOC is also requesting the Committee's approval of the jail contract with the Texas counties.

Additional Beds in Existing DOC Institutions

To accommodate the remaining ADP of 123, DOC is proposing to add staff and funding for an additional 398 beds in the following existing correctional institutions (CI) and Correctional Centers (CC) and a 150 bed dormitory to be constructed at Taycheedah CI.

<u>Institution</u>	<u>beds</u>	<u>FTE</u>	<u>Classifications requested</u>
Columbia CI	9	0	
Dodge CI	45	8.4	1.0 Food production asst 0.4 Officer for 7 day laundry 5.0 Officers for housing unit 1.0 Program asst 2 -records 1.0 Institution registrar
Green Bay CI	25	7.2	5.0 Officers-cell hall 1.2 Officers-work crew 1.0 Teacher asst
Waupun CI	50	15.5	10.0 Officers-two 24 hour posts 2.0 Facility repair workers for work crew 1.0 Teacher asst 1.0 Social worker 0.5 Program asst-records 1.0 Nurse clinician
Racine CI	25	0	
Kettle Moraine CI	67	10.0	5.0 Officer for 1st shift in each housing unit 1.6 Officers for AODA unit 2.4 Officers for work crew supervision 1.0 Nurse clinician
Jackson CI	62	12.0	5.0 Officer for living units 5.0 Officers-general/ projects 1.0 Social worker 1.0 Nurse clinician
Oakhill CI	16	6.2	1.2 Officers for work crew supervision

			5.0 Officers-post, patrol, transportation
St Croix CC	30	5.0	5.0 Officers for 24 hour post
John Burke CC	25	5.5	5.0 Officer 3 for 24 hour post 0.5 Social worker
Black River CC	16	3.3	1.6 Officer 3-2nd shift 1.2 Officer 3-Work crew supervision 0.5 Social worker for STOP (Wood/Jackson County) \$35,000 for purchase of services for STOP (an AODA program)
Thompson CC	28	9.2	5.0 Officer 3-24 hour post 1.2 Officer 3-work crew supervision 1.0 Supervising officer 2 1.0 Food production asst 0.5 Program asst-Jefferson County/Thompson CI 0.5 Social worker \$19,500 LTE funds to contract for clinician 24 hours per week
Taycheedah CI	150	20.2	5.0 Officers 3's for day shift 8.3 Officer 1-2 1.0 Unit supervisor Social Worker Food production asst 2.4 Officers for work crew supervision 0.5 Psychologist
Total	<u>548</u>	<u>102.3</u>	

The operating cost of this proposal is \$2,662,300 GPR during the last 8 months of FY97 and \$3,638,700 GPR annually in the next biennium. Assuming that all of the staff added to the existing institutions would be in place for the last 6 months of FY97, the additional 398 beds would accommodate an ADP of 199 and the dormitory at Taycheedah would accommodate an annual ADP of 12.5 during the last month of FY97 for a combined additional ADP capacity of 211.5.

According to DOC, up to 600 additional offenders could either be safely released to the community or diverted from incarceration with increased use of intensive supervision and existing community resources.

After submitting this request DOC suggests the following modifications to the original request:

	<u>Beds</u>	<u>Cost</u>	<u>FTE</u>
Current staff and funding capacity	12,587		
FY97 end-point on June 30, 1997	<u>13,948</u>		
Capacity shortfall	-1,361		
Shortfall Solution:			
Texas jail beds	700	\$4,833,300	
Reallocate from WI jail beds to Texas beds		-\$1,000,000	
Use existing Intensive Sanctions slots	300		
Funds from 300 vacant Intensive Sanctions slots		-\$1,216,300	
Additional beds in existing institutions	<u>398</u>	<u>\$2,468,900</u>	<u>82.5</u>
Beds in excess of shortfall	+37	\$5,085,900	82.5

An alternative to the modification would reduce the additional beds in the institutions to 357, rather than the 398 suggested by DOC, and reduce the staffing at the remaining institutions primarily to correctional officers. The additional beds and staffing at Green Bay CI, Oakhill CI and Taycheedah CI would be deleted. Under this alternative, the following funding and positions would be needed:

	<u>Beds</u>	<u>Cost</u>	<u>FTE</u>
Current staff and funding capacity	12,587		
FY97 end-point on June 30, 1997	<u>13,948</u>		
Capacity shortfall	-1,361		
Shortfall Solution:			
Texas jail beds	700	\$4,833,300	
Reallocate from WI jail beds to Texas beds		-\$1,000,000	
Use existing Intensive Sanctions slots	300		
Funds from 300 vacant Intensive Sanction slots		-\$1,216,300	
Additional beds in existing institutions	<u>361</u>	<u>\$1,554,500</u>	<u>57.0</u>
Bed shortfall	0	\$4,171,500	57.0

Summary

An alternative to DOC's original request which appears to meet the need for an additional 514 ADP or a shortfall of 1,361 beds would provide \$4,171,500 GPR to contract for 700 Texas jail beds, 57.0 FTE to staff existing institutions for 357 additional beds and the use of 300 intensive sanctions slots which are already funded. This alternative makes 1,357 beds available to cover an end-point inmate population increase from the current capacity projected on June 30, 1997.

Funding Alternative

After the transfer of \$3,011,700 designated for DOC from the Committee's appropriation, \$1,159,800 remains unfunded.

Since the unreserved balance of \$474,300 in the Committee's appropriation is insufficient to fund the remainder of this request, an alternative option would be to use surplus funds from the Serious Juvenile Offender appropriation (s. 20.410(3)(cg)) which is experiencing populations lower than originally budgeted. Funding needed for the Serious Juvenile Offender program, and its precursor, the Violent Juvenile Offender program for FY97 can be revised downward from \$14,056,700 GPR to \$8,791,727 GPR which provides an estimated unexpended balance of \$5,264,973 GPR for FY97. Assuming that \$2,450,000 of this amount will be transferred to DOC to cover an accompanying 13.10 requesting restoration of supplies and services, the remaining balance of \$2,814,873 is sufficient to provide the \$1,159,800 GPR needed to fund the alternative proposal.

Recommendation

Approve the department's request as follows:

1. Approve the contract for jail beds between DOC and Hood County, Texas and associated Texas Counties of Johnson, Palo Pinto and Comanche as required under s. 302.26; and
2. Authorize DOC to reallocate \$1 million from within the intergovernmental corrections agreement appropriation (s. 20.410(1)(ab)) from local jail beds to Texas jail beds (Does not require the Committee's approval).

In addition, modify the department's request as follows:

1. Authorize DOC to reallocate \$1,216,300 GPR from the intensive sanctions appropriation (s. 20.410(1)(ai)) to the intergovernmental corrections agreement appropriation (s. 20.410(1)(ab)) to contract for jail beds in Texas;
2. Transfer \$2,617,000 GPR from the Committee's appropriation designated for DOC to the intergovernmental corrections agreement appropriation (s. 20.410(1)(ab)) to contract for jail beds in Texas;
3. Transfer \$394,700 from the Committee's appropriation designated for DOC to the general program operations appropriation (s. 20.410(1)(a)) to provide part of the funding for 357 beds in existing institutions;
4. Transfer \$1,159,800 from the Serious Juvenile Offender appropriation (s. 20.410(3)(cg)) to the general program operations appropriation

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(s. 20.410(1)(a)) to provide funding for the remainder of the 357 beds in existing institutions; and

5. Create 57.0 GPR FTE positions in DOC's general program operations appropriation (s. 20.410(1)(a)) to provide positions to staff the 357 beds recommended in existing institutions.

Prepared by: Roger Fetterly 266-2213

CORRESPONDENCE\MEMORANDUM**STATE OF WISCONSIN
Department of Administration**

Date: September 19, 1996

To: Members, Joint Committee on Finance

From: Dan Caucutt, Secretary for s. 13.10 Actions

Subject: Agreement between Hood County, Texas and DOC to house inmates

Attached is a final draft of the agreement between Hood County, Texas and the Wisconsin Department of Corrections for the temporary housing of inmates for which approval is requested under the Department of Correction's 13.10 request #2 which is scheduled to be before the Committee on September 26, 1996.

AGREEMENT BETWEEN HOOD COUNTY, TEXAS
AND WISCONSIN DEPARTMENT OF CORRECTIONS
FOR THE TEMPORARY HOUSING OF INMATES

THIS AGREEMENT, is made and entered into by and between Hood County, Texas and associated Texas Counties of Johnson, Palo Pinto and Comanche (Counties) and the DEPARTMENT OF CORRECTIONS, STATE OF WISCONSIN (the Department), pursuant to Wisconsin Statutes 302.27 and 302.31.

WITNESSETH:

WHEREAS, the Department seeks temporary housing for inmates in the custody of the Department,

WHEREAS, the Counties have jail beds available for the temporary housing of inmates,

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Duration, Termination and Revisions

This agreement shall be in effect from October 15, 1996 through June 30, 1997 and may be terminated upon 30 days written notice to the other party and may be amended or extended for one year increments upon the written agreement of the parties. Extension will be based on availability and appropriation of funds and continued availability of beds.

2. Agreement Administrators

All notices, reports, and correspondence to the respective parties of this agreement shall be sent to the following:

HOOD COUNTY, TEXAS

Sheriff Rodney Jeanis
Hood County Sheriff
400 N. Gordon Street
Granbury, TX 76048

DEPARTMENT OF CORRECTIONS

Dick Verhagen
Assistant Administrator
Division of Adult Institutions
149 E. Wilson Street
Madison, WI 53707

Sharon Zunker, Director
Bureau of Health Services
Division of Adult Institutions
149 E. Wilson Street
Madison, WI 53707

3. Right of Inspection

The Department shall have the right to inspect the County Jails at all reasonable times in order to determine that appropriate standards of care and discipline are being met.

4. Vacancies

The Counties hereby agree to make available to the Department up to 700 beds for inmates. Transfer of inmates from the Department to the Counties will be dependent on bed space available at the County Jails.

5. Selection

The Department will provide inmates for placement according to mutually agreed upon criteria as specified in Attachment 1.

The Counties expressly maintain the right to reject any inmate brought to the County Jails by the Department if said inmate exhibits medical or behavior problems of such a nature, as determined by the County Sheriff or his or her duly authorized representative, as to make said inmate unacceptable.

The Department may retake any inmate at any time and replace or not replace such inmate with another.

The Counties will conduct an inventory of each inmate's personal property when the inmate is received. Unauthorized or excess property will be properly stored at the County Jail or disposed of consistent with the jail rules and at the inmate's expense.

6. Responsibility for the Custody of Offenders

It shall be the responsibility of the Counties to confine inmates from the Department in appropriate penal surroundings, consistent with the requirements of federal and applicable state laws, and regulations governing the operations of county jails. But nothing herein contained shall be construed to require the Counties to provide additional treatment, facilities or programs for any inmate confined pursuant to this agreement which it does not provide for similar inmates not confined pursuant to said agreement.

7. Medical Services

- (A) Inmates from the Department shall receive such medical, optometric, psychiatric and dental diagnosis and treatment as may be necessary to safeguard their physical and mental health and comply with the requirements of federal and Wisconsin/Texas state laws. The medical, optometric, psychiatric and dental diagnosis and treatment received by inmates from the Department shall not be less than that which is provided by the Counties to other inmates of the County Jails. Except in the case of an emergency, the Counties shall contact the designated coordinator, identified in Attachment 1, for prior written approval for the medical, psychiatric, or dental expenses for which the Department is responsible under the terms of this contract.

In an emergency, the Counties may proceed with the necessary treatment without prior approval, but in every case the Counties shall notify the designated coordinator as soon as practicable thereafter and furnish full information regarding the nature of the illness or injury, the type of treatment provided or to be provided, and the estimated cost thereof to be borne by the Department. If the emergency requires extended hospitalization and 24 hour security coverage and the inmate's condition prohibits transportation to a Department provider, the costs of the required security coverage will be the responsibility of the Department. The Counties shall secure approval to incur charges and submit bills for such services to the Department in accordance with procedures set forth in Attachment 1.

- (B) The Counties shall make every reasonable effort to utilize only those medical services providers which provide appropriate health care services at a reasonable cost.
- (C) When medical, psychiatric or dental care requires the removal of the inmate from the jail for forty-eight (48) hours or longer, the inmate shall be removed only after notification to the Department. The Counties shall notify the Department in accordance with procedures set forth in Attachment 1. In the event of an emergency which does not permit prior notification, the Counties shall notify the Department as promptly thereafter as practicable.
- (D) All necessary precautions shall be taken to assure the safekeeping of the inmate while absent from the normal place of confinement. Necessary custodial supervision shall be provided by the Counties.
- (E) Any costs of medical, optometric, psychiatric or dental care equipment, medication, supplies, diagnostics, and services shall be considered normal costs incidental to the operation of the County Jails and shall be paid by the Counties, if the service is provided by the jail as part of the health or correctional program thereof and if the inmate requires no special medication, drugs, equipment, anesthetics, surgery, or nursing care in addition to that commonly provided by the jail. The cost of any special service, medication, equipment or nursing care not commonly provided by the jail and approved by the Department shall be chargeable to the Department. The Counties shall secure approval and submit bills for nursing and other special services to the Department in accordance with procedures contained in Attachment 1.
- (F) If an inmate's behavior indicates a possible need for mental health treatment, the Department shall be notified of the situation. If it is determined that the inmate requires mental health treatment that is not available in the Counties the Department shall transfer the prisoner to one of its own facilities.

In event of a mental health related emergency, the Department shall transfer the inmate as soon as practicable.

- (G) Dental services for which the Department is responsible for payment shall not exceed services necessary for the relief of continuous pain or acute infection.

- (H) Pharmaceuticals not normally provided by the jail shall be provided per the County's contract on pharmaceuticals and billed to the Department on a quarterly basis.
- (I) Copies of health care records or health care related records shall be provided to the Department upon request. Summaries of health care or certified copies of Department medical records for each Department inmate in the County jails shall be provided to the Counties health care provider. The summaries or copies of records remain the property of the Department and may not be altered in any way. When an inmate is removed from the jail by the Department, escapes or is discharged or released by the Department, the summary or any record shall be returned to the Department. The Counties shall not make copies of the summary or any record except as needed for the delivery of health care services.

8. Inmate Services

- (A) Participation of the Department's inmates in services available to other jail inmates shall be subject to the regular discipline imposed upon jail inmates participating in the particular service. However, nothing contained herein shall be construed to permit or require any inmate of the Department to participate in any training, industrial or other work programs contrary to the rules of the Department.

9. Discipline

The Counties shall have physical control over and power to exercise disciplinary authority over all inmates from the Department. However, nothing contained herein shall be construed to authorize or permit the imposition of a type of punishment prohibited by the rules of the Department, or by other provisions of law. The Counties shall provide the necessary records, written documentation, and presentation of the facts regarding specific inmate behaviors that are subject to the program review processes of the Department.

10. Laws and Regulations for Inmate Conduct

Inmates, while in the custody of the Counties, shall be subject to all the provisions of law and regulations applicable to persons sentenced for violations of law to the County Jails not inconsistent with the sentence imposed. In circumstances where an inmate has engaged in conduct that could result in discipline under the Department's Administrative Code, and the Counties desire removal of the inmate, the Department may discipline the inmate under its rules.

11. Records and Reports from the County Sheriff

- (A) At such intervals as requested, the Hood County Sheriff shall furnish the Department a report giving a summary of the inmate's adjustment since the last requested report, including a recommendation for retention or return. All such reports shall be forwarded to the Department.

- B) The Counties will notify by telephone the designated contact person identified in Attachment 1 of any incident involving Department inmates relating to an inmate's death, serious illness or injury requiring hospitalization, escape (including attempt), attempted suicide, and assault on staff or other inmate within 24 hours of the occurrence. When the County's investigation/fact finding report is completed, a copy shall be forwarded to the designated contact person identified in Attachment 1.
- (C) The Sheriff shall keep all necessary and pertinent records concerning such inmates in a manner agreed between the Contract Administrators. During the inmate's confinement at the County Jails, the Department shall be furnished with copies of any such record or records upon request. Except 7(i), page 3, nothing herein contained shall be construed to prevent the Counties from keeping copies of any such record or records upon and after termination of confinement.

12. Removal from Institution

An inmate from the Department confined in the County Jails shall not be removed or furloughed therefrom by any person without an order from the Department. The Department will reimburse costs incurred by the Counties for transportation and/or security supervision related to approved removal of an inmate if the Department is unable to provide transportation and security supervision. This provision shall not apply to removal of the inmate for medical, dental, psychiatric treatment, discipline, or for a catastrophe or condition presenting imminent danger to the safety of the inmate. In the case of any removal for such causes, the Counties shall inform the Department of the whereabouts of the inmate or inmates so removed at the earliest practicable time and shall exercise all reasonable care for the safekeeping and custody of such inmate or inmates.

13. Hearings

The County Jails shall provide adequate facilities for any hearing by authorities of the Department, to which an inmate may be entitled by the rules of the Department.

14. Inter-Institutional Transfer

Notwithstanding any provisions herein to the contrary, the Counties may transfer an inmate between facilities under this contract with written notification to the Department.

Any custody classification which permits movement outside the confines of the jail shall require prior written approval of the Department.

15. Escape

In case any such inmate shall escape from custody of the County Jail, the County Sheriff will use all reasonable means to recapture the inmate. The escape shall be reported immediately to the Department. The Counties shall have the primary responsibility for and authority to direct the pursuit and retaking and prosecution of inmates within its own territory. Any costs in connection therewith shall be chargeable to and borne by the Counties.

16. Death of an Inmate

- (A) In the event of the death of an inmate from the Department, the medical examiner, coroner, or other official having the duties of such an office in the Counties shall be notified. The Department shall receive copies of any records made for or in connection with such notification.
- (B) The County Sheriff shall immediately notify the Department of the death of an inmate, furnish information as requested, and follow the instructions of the Department with regard to the disposition of the body. The body shall not be released except on order of the Department.
- (C) In the event of the death of an inmate from the Department, the Sheriff shall order an autopsy to be performed. The Sheriff shall submit costs for an autopsy to the Department for reimbursement.
- (D) The County Sheriff shall send a certified copy of the death certificate for any of the Department's inmates who have died while in the County Jail to the Department. A copy of the autopsy report shall be sent to the Department.

17. Expenses Attendant Upon Release

The provision of transportation and any other supplies upon release of an inmate shall be at the expense of the Department and shall be in accordance with its laws and rules.

18. Retaking of Inmates

The Department will be responsible for arranging for the transportation of Department inmates housed in the County Jails to other Department facilities. The inmate's personal property will be inventoried before transit and Department files associated with the inmate will be delivered to the transportation officer at the time of the transit.

The Department agrees to review any request by the Counties for the retaking of any particular inmate. It is the intent of the parties that such requests be granted under extraordinary and unusual circumstances.

Within thirty (30) days of receipt of notice of termination of this agreement by either party, the Department shall remove its inmates.

Officers of the Department may with proper advance written or oral notification enter the County Jails and there apprehend and retake any inmate. The Department employees will produce positive employee photo identification issued by the Department and written identification of the person to be retaken. The decision of the Department to retake an inmate shall be conclusive upon and not reviewable by the Counties; provided, however, that if at the time when the Department seeks to retake an inmate there should be pending against the inmate within the County Jail any criminal charge, or the inmate

should be suspected of having committed within such status a criminal offense, the inmate shall not be taken without the consent of the County Sheriff until discharged from prosecution or from imprisonment for such offense.

19. Photography and Publicity

Requests for interviews and information regarding Department inmates shall be referred to the Department. However, information of public record, such as sentence data or information concerning the escape of an inmate, may be given directly to the press by the County Sheriff. The County Sheriff may photograph Department inmates as a means of identification for official use only.

20. Cost and Reimbursement

- (A) In addition to cost and reimbursement required by other provisions of this agreement, the Department shall pay to the Counties \$39.96 per day per inmate for the custody of Department inmates. Payment and services provided in accordance with the terms of this agreement shall not exceed \$_____ for the term of this agreement, October 15, 1996 through June 30, 1997.

The Counties shall submit an invoice to the designated contact person within the Department as identified in Attachment 1, on a monthly basis for the cost of occupied beds. The invoice will identify the inmate's name and DOC identification number, date of arrival, date of departure, total days in custody, and total cost. Payment will be made for the day of the inmate's arrival but not the day of the inmate's departure. Payment under this contract will be made only for those inmates approved for transfer to the County Jails from the Department's Office of Offender Classification. The Department of Corrections shall send payment to the county within 30 days of receipt of invoice.

- (B) The Counties agree in return for this payment to provide lodging facilities and programs for said inmates. The Counties will provide constant monitoring of the premises at all times that inmates are at the facility. The Counties will provide three (3) meals per day at normal meal times. The meals will be nutritious, given in the morning, afternoon and evening. At least two (2) of these meals will be hot meals. The Counties will also provide the basic necessities to the Department's inmates including but not limited to beds, clean bedding, personal hygiene items, toilet facilities, recreation facilities as may be available, canteen facilities, visiting facilities, library/law library and other program services that may be available.

Department inmates shall also have access to all volunteer programs/activities and chaplaincy directed programs, crisis intervention and social services treatment available to other inmates in the County Jail.

- (C) The Counties will provide the necessary program space required to conduct any supplemental treatment programs arranged by the Department.
- (D) The Counties will provide all Department inmates an institution account and institutions needs pay of \$3.20 per week (5 days at \$.64/day) when in general population status.

21. Responsibility for Legal Proceedings

- (A) The Department will undertake to defend any action or proceeding involving the legality of revocations or sentence computations of any of its inmates or the placement or removal of inmates in the County Jails. The Counties shall be reimbursed for any expense it may incur in connection therewith.
- (B) The Counties agree to defend at its expense any action or proceeding arising out of confinement in the County Jails which involves conditions of confinement action of County employees.

22. Non-Discrimination

In connection with the performance of work under this Agreement, The Counties agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), Stats., sex orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Counties further agree to take affirmative action to ensure equal employment opportunities. The Counties agree to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Department's contracting officer setting forth the provisions of the non-discrimination clause.

23. Disputes

Any dispute arising out of the provisions of this Agreement which cannot be settled through discussion between the Agreement Administrators, shall be subject to arbitration as provided in Chapter 788, Wis. Stats.

24. Rights or Benefits

Nothing in this agreement shall be construed to provide or create any rights or benefits to any of the Department's inmates.

25. Conditions of the Parties Obligations

- (A) This Agreement is contingent upon complying with Wisconsin and United States law, and any material amendment or repeal of the same affecting relevant funding or authority of purchaser shall serve to revise or terminate this agreement without penalty, except as further agreed to by the parties hereto.
- (B) The Counties and the Department understand and agree that no clause, term or condition of this agreement shall be construed to supersede the lawful powers or duties of either party.
- (C) Nothing in this agreement shall be construed to affect the internal relationships of the subdivisions, offices, departments or agencies of the parties.

- (D) It is understood and agreed that the entire Agreement between the parties is contained herein, except for those matters incorporated herein by reference, and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

IN WITNESS THEREOF, the undersigned duly authorized officers have subscribed their names on behalf of the Counties and the Department.

*Department of Corrections
State of Wisconsin*

By: _____ Date: _____
Michael J. Sullivan, Secretary
Department of Corrections

Hood County, Texas

By: _____ Date: _____
Rodney L. Jeanis, Sheriff
Hood County, Texas

By: _____ Date: _____
Vincent J. Messina, County Attorney
Hood County, Texas

By: _____ Date: _____
Honorable Donald Cleveland
Hood County Judge

Johnson County, Texas

By: _____ Date: _____
Martin Griffith, Jr., Sheriff
Johnson County, Texas

By: _____ Date: _____
 Bill J. Moore, County Attorney
 Johnson County, Texas

By: _____ Date: _____
 Honorable Roger Harmon
 Johnson County Judge

Palo Pinto County, Texas

By: _____ Date: _____
 Larry L. Watson, Sheriff
 Palo Pinto County, Texas

By: _____ Date: _____
 Phillip Meyers Garrett, County Attorney
 Palo Pinto County Texas

By: _____ Date: _____
 Honorable Mickey West
 Palo Pinto County Judge

Comanche County, Texas

By: _____ Date: _____
 Billy J. Works, Sheriff
 Comanche County, Texas

By: _____ Date: _____
 Terry McCall, County Attorney
 Comanche County, Texas

By: _____ Date: _____
 Honorable John Mack Weaver
 Comanche County Judge

Attachment 1

OPERATIONAL AGREEMENT FOR TASKS, WORKLOAD, CONTACTS, AND
RESPONSIBILITIES FOR THE TEMPORARY HOUSING OF DEPARTMENT OF
CORRECTIONS INMATES AT HOOD COUNTY, TEXAS AND ASSOCIATED TEXAS
COUNTIES OF JOHNSON, PALO PINTO AND COMANCHE (COUNTIES)

Tasks, procedure, contacts and workload responsibilities relating to the placement of adult inmates in the Hood County, Texas and associated Texas Counties of Johnson, Palo Pinto and Comanche are identified as follow:

A. Designated Contact Persons:

1. Department of Corrections:

a. County Jail Liaison: Dick Verhagen, Deputy Admin.
Division of Adult Institutions
P.O. Box 7925
Madison, WI 53707-7925
608 266-3837/FAX 608 267-2323

Alternate: Ken Sondalle, Administrator
Division of Adult Institutions
P.O. Box 7925
Madison, WI 53707-7925
608 266-6604/FAX 608 267-2323

c. Bureau of Correctional Health Services: Sharon Zunker, Director
P.O. Box 7925
Madison, WI 53707-7925
608 267-1730/FAX 608 267-1751

Alternate: Kathy Berkley
Dodge Correctional Institution
P.O. Box 661
Waupun, WI 53963-0661
414 324-5577/FAX 414 324-6288

B. County Jail Responsibilities

1. Require that all inmates confined pursuant to the contract be released within the jurisdiction of the sending entity.
2. Require that all inmates records concerning classification, to include conduct records, be reviewed by the receiving entity prior to transfer of the inmate.

3. Require that the receiving entity determine inmate custody level in accordance with Chapter 271 of this title (relating to Classification and Separation of Inmates) to ensure that custody level assignments do not exceed the construction security level availability.
4. Require that inmates with a record of institutional violence, escape, or attempted escape from secure custody are not eligible for transfer.
5. Require that all appropriate medical information be provided prior to transfer, to include certification of tuberculosis screening or treatment.
6. Inventory inmate property and dispose of property per Jail rules in conjunction with inmate's preference.
7. Make cell assignments.
8. Provide necessary clothing, bedding and hygiene items.
9. Ensure that medical, dental, mental health, education, recreation, religious services, visiting, mail, canteen, telephone access, inmate complaint and other general conditions of confinement are made available to or received by inmates from the Department and that these services and programs are not less than that which is provided by the county to other inmates of the County Jails.
10. Special funds established in the daily per diem rate for services and programs arranged for Department inmates must be expended entirely for inmates from the Department.
11. Notify the respective Department representative by telephone within 24 hours of occurrence incidents involving Department inmates relating to an inmate's death, serious illness or injury that require hospitalization and removal of the facility, escape (including attempt), attempted suicide, and assaults on staff or other inmate. The investigative report must be forwarded to the Department contact person within the next business day of its completion.
12. Maintain disciplinary record of the conduct of inmates from the Department.
13. Provide a written report summarizing the conduct and any disciplinary actions taken when requesting the removal of an inmate from the facility.
14. Provide a method of hearing inmate grievances and concerns for conditions of confinement, work and program assignments.

- 15 . Maintain an inmate account system for use of receiving, disbursing and transferring funds of inmates for canteen and other authorized purchases as may be permitted by the County Jails.
16. Provide to the Department contact person information, observations, and progress of each inmate's work and program status and participation.

C. Department Contact Responsibilities

1. Secure files and review records for appropriateness of transfer.
2. Identify program needs of inmate and distribute to appropriate County Jail staff.
3. Ensure medical files are received and retained by medical staff of the County Jails.
4. Provide and assist County Jail administration with training as may be deemed necessary.
5. Assist the County Jail staff in the development and modification of programming for inmates.
6. Monitor length of stays and coordinate the return of inmates to Department facilities via Program Review Committee action.
7. Assist the County Jail staff in resolving inmate problems.
8. Enforce Departmental Administrative Codes, policies and procedures as may be required for:
 - a. Inmate discipline under DOC 303,
 - b. Emergency removals of inmates,
 - c. Receipt and dissemination of reports and records from the counties,
 - d. Parole Commission notices and actions,
 - e. Transfer summaries,
 - f. Work and program assignments of inmates,
 - g. Segregation reviews,
 - h. Inmate compensation,
 - i. Special visits for inmates if required by the Counties,
 - j. Special placement needs, and
 - k. Reports of daily counts.
9. Receive legal files for Department inmates transferred to the Counties.
10. Perform required sentence calculations and adjustments as may be required.

11. Provide notifications necessary for Parole Hearings and reporting.
12. Review medical and dental requirements of inmates as may be recommended by the Counties.
13. Authorize emergency medical and dental care.
14. Provide notification to Department, and Classification for movements to meet medical and dental needs of inmates.
15. Receive and approve billing from the Counties for emergency medical and dental care authorized by the Bureau of Health Services.
16. Forward approved billing to Bureau of Administrative Services for payment.
17. Authorize emergency clinical/psychiatric treatment.
18. Provide notification and arrange placement for clinical treatment.
19. Receive and approve billing from the Counties for emergency treatment.

D. Procedures for Medical, Dental, and Clinical Services Approvals.

1. The Counties should take action necessary to provide for emergency care. The Counties must notify the Health Services contact person to secure approval for care as soon as can be arranged and provide the identification of the inmate, type of service, date of approval and anticipated date of service.
2. The Health Services contact person will confirm the need for the emergency care and provide the necessary verbal approval and follow with written approval.
3. The Health Services contact person may arrange for alternative care including a transfer to a Department facility if deemed appropriate rather than concur with the emergency care. Notify Department and Classification contact persons as appropriate to implement emergency transfer.
4. The Counties will provide the following documentation to the Health Services contact person within thirty days of the service for payment of the emergency care.
 - a. Identification of inmate
 - b. Date(s) of service
 - c. Type of service and itemizing medical, dental, transportation and security supervision charges.

- d. Attach copy of Health Services contact person's written approval of service.
 - e. Attach copy of bill from the service provider to the Counties that contain itemized listing of services and charges.
5. Upon receipt of the documentation and billing, the Health Services contact person will verify approvals and billing documentation, and approve services for payment. The Health Services contact person will forward billing to the Bureau of Administrative Services for payment.

E. Selection Criteria

- 1. Medium custody male inmates from the Department of Corrections, Division of Adult Institutions, who at the time of transfer were cleared for Texas County Jail placement by health, dental and clinical services.
- 2. Meet the criteria as specified in Section 297.14 of the Texas Commission on Jail Standards as specified in Section B, numbers 1-5 of this attachment.